

# THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Ho et al.

Application No.: 10/727,701

Filed: December 3, 2003

Attorney Docket No.: PROQP001C5

Examiner: Cheng, Joe H.

Group: 3713

Title: LEARNING METHOD AND SYSTEM  
BASED ON QUESTIONING



## CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as first-class mail on September 14, 2004 in an envelope addressed to the Commissioner for Patents, P.O. Box 1450 Alexandria, VA 22313-1450.

Signed:

  
Kristina Gomez

## TERMINAL DISCLAIMER UNDER 37 C.F.R. § 1.321 TO OBLIGATE AN OBVIOUSNESS-TYPE DOUBLE PATENTING REJECTION

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

### I. U.S. Patent No. 5,836,771

The owner(s), Mindfabric, Inc., (formerly renamed ProfessorQ, Inc), of the entire interest in the above-identified application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§154 to 156 and §173 of prior United States Patent No. 5,836,771 (hereafter "first prior patent"), as presently shortened by any terminal disclaimer. The owner(s) hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that it and the first prior patent are commonly owned. This agreement runs with any patent granted on the above-identified application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the above-identified application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§154 to 156 and §173 of the first prior patent, as

09/20/2004 GWRD001 00000021 10727701  
09/20/2004 GWRD001 00000021 10727701  
02 FC:1814 -110.00 BP

110.00 BP

09/21/2004 GWRD001 00000009 10727701

02 FC:1814

PROQP001C5

Page 1

10/727,701

presently shortened by any terminal disclaimer, in the event that the first prior patent later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321, has all claims canceled by a reexamination certificate, is reissued or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

## **II. U.S. Patent No. 6,480,698**

The owner(s), Mindfabric, Inc., (formerly renamed ProfessorQ, Inc), of the entire interest in the above-identified application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§154 to 156 and §173 of prior United States Patent No. 6,480,698 (hereafter “second prior patent”), as presently shortened by any terminal disclaimer. The owner(s) hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that it and the second prior patent are commonly owned. This agreement runs with any patent granted on the above-identified application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the above-identified application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§154 to 156 and §173 of the second prior patent, as presently shortened by any terminal disclaimer, in the event that the second prior patent later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321, has all claims canceled by a reexamination certificate, is reissued or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

## **III. U.S. Patent No. 6,501,937**

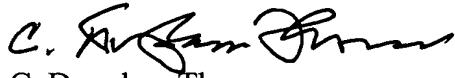
The owner(s), Mindfabric, Inc., (formerly renamed ProfessorQ, Inc), of the entire interest in the above-identified application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§154 to 156 and §173 of prior United States Patent No. 6,501,937 (hereafter “third prior patent”), as presently

shortened by any terminal disclaimer. The owner(s) hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that it and the third prior patent are commonly owned. This agreement runs with any patent granted on the above-identified application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the above-identified application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§154 to 156 and §173 of the third prior patent, as presently shortened by any terminal disclaimer, in the event that the third prior patent later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321, has all claims canceled by a reexamination certificate, is reissued or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

The undersigned is an agent or attorney of record.

Enclosed is our Check No. 23727 which includes the amount of \$110.00 to cover the disclaimer fee. If the required fees are not enclosed or additional fees are required to facilitate filing of this paper, please charge such fees or credit any overpayment to Deposit Account No. 500388 (Order No. PROQP001C5).

Respectfully submitted,  
BEYER WEAVER & THOMAS, LLP  
  
C. Douglass Thomas  
Registration No. 32,947

P.O. Box 778  
Berkeley, CA 94704-0778  
(650) 961-8600